

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

IN RE:

JON CHRISTOPHER EVANS
AND JOINTLY ADMINISTERED
RELATED CASES

Case No. 09-03763-NPO

DEBTORS.

Chapter 7

G&B INVESTMENTS, INC.

PLAINTIFF

V.

ADV. PROC. NO. 10-00040-NPO

DEREK A. HENDERSON, TRUSTEE
FOR THE BANKRUPTCY ESTATE OF
JOHN CHRISTOPHER EVANS, ET AL.

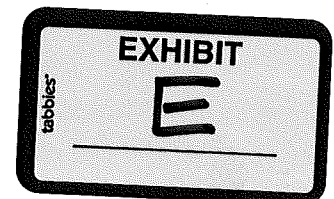
DEFENDANTS

30(b)(6) DEPOSITION OF G&B INVESTMENTS, INC.,
THROUGH ITS REPRESENTATIVE,
DONALD JOSEPH BRATA

Taken at the offices of
Adams and Reese,
111 Capitol Street, Suite 350,
Jackson, Mississippi,
on Monday, November 15, 2010,
beginning at approximately 9:40 a.m.

APPEARANCES NOTED HEREIN

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1 Q. And that's who you're here testifying
2 on behalf of today?

3 A. Yes.

4 Q. Outside of getting this owner's
5 policy, G&B didn't get any other insurance
6 policies from the title companies related to Tract
7 4, did it?

8 A. Not that I'm aware of.

9 Q. Prior to obtaining Exhibit 3, which
10 is the owner's policy issued to G&B, are you aware
11 of any title insurance policies that the title
12 companies issued to any other entity regarding
13 Tract 4?

14 MR. DANKS: What period?

15 MR. JONES, CONTINUED:

16 Q. Prior to --

17 MR. DANKS: Prior to?

18 MR. JONES, CONTINUED:

19 Q. Prior to July 22nd, 2008, are you
20 aware of any other insurance policies that were
21 issued to anyone regarding Tract 4?

22 MR. DANKS: At the time of it or
23 afterwards?

24 MR. JONES: Prior to July --

25 MR. DANKS: He's become aware,

1 Mississippi Valley Title and its attorney, was
2 that ever communicated to G&B prior to July 23rd,
3 2008?

4 A. I'm not aware of any communications
5 between G&B or its representatives and the title
6 companies.

7 Q. And is the only written communication
8 that G&B has received from the title companies --
9 actually, the only communication at all that G&B
10 has received from the title companies -- the
11 policy of insurance we've -- we have attached as
12 Exhibit 3?

13 A. Correct.

14 Q. And I believe in response to one of
15 the interrogatories propounded by the title
16 companies to G&B, G&B responded that it believed
17 that there were representations in the title
18 insurance policy that no other policies had been
19 issued on Tract 4. Is that correct?

20 A. Correct.

21 Q. Can you look through Exhibit 3 and
22 tell me what provision G&B is claiming constitutes
23 that representation?

24 A. Would you repeat your question,
25 please?

1 MR. DANKS: And that, too, it goes --
2 just for the purpose of the record, that goes to
3 legal conclusions for interpretations by counsel
4 as opposed to this witness. I'm going to let him
5 answer, if he can.

6 MR. JONES: I'll -- just to clarify
7 my question, G&B has stated as a matter of fact,
8 in response to its -- in response to an
9 interrogatory, that it believes that this title
10 insurance policy that is attached as Exhibit 3 is
11 a representation that no other policies have been
12 issued regarding Tract 4. And my clients are
13 entitled to G&B's testimony as to the factual
14 basis for that statement, that Mr. Brata, in fact,
15 did sign.

16 MR. JONES, CONTINUED:

17 Q. So, Mr. Brata, if you could look
18 through the policy and tell me what provision --

19 MR. DANKS: That's fine, so long as
20 he's not being required to give a legal
21 conclusion. But he can testify as to what his
22 understanding is of the contents of the policy, on
23 behalf of G&B.

24 MR. JONES, CONTINUED:

25 Q. Mr. Brata, you -- G&B obtained this

1 title insurance policy that's dated July 22nd,
2 2008, correct?

3 A. Correct.

4 Q. And at that time, as of July 22nd,
5 2008, did G&B have an understanding that this
6 policy of insurance was a representation that no
7 other title insurance policies had been issued
8 regarding Tract 4?

9 A. Correct.

10 Q. Okay. Could you direct me to the
11 provision in the policy that G&B based that
12 understanding upon? And take your time to review
13 it.

14 A. I am not a lawyer or somebody who's
15 an expert in title policies, so I am unable to
16 find the clause.

17 Q. Okay. So as we sit here today, G&B
18 can't identify any provision that it states, as a
19 matter of fact, is a representation that no other
20 policy had been issued at that time; is that
21 correct?

22 A. Correct.

23 Q. Has G&B been notified by Hanover
24 Investments or anyone on its behalf that it was
25 claiming that G&B's conveyance of property to